

|                                                                                                                                                         |                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                          |                          |                              |            |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|--------------------------|------------------------------|------------|
| <b>REQUEST FOR QUOTATION</b><br>(This is NOT an Order)                                                                                                  |                             | This RFQ <input type="checkbox"/> is <input checked="" type="checkbox"/> is not a small business set-aside                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                          |                          | Page 1 Of 15                 |            |
| 1. Request No.<br>W58RGZ-07-T-0459                                                                                                                      | 2. Date Issued<br>2007JUL10 | 3. Requisition/Purchase Request No.<br>See Schedule                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 4. Cert For Nat Def. Under BDSA<br>Reg. 2 and/or DMS Reg. 1                                              | Rating<br>DOA1           |                              |            |
| <b>5A. Issued By</b><br>US ARMY AVIATION & MISSILE COMMAND<br>AMSAM-AC-AL-A<br>REDSTONE ARSENAL AL 35898-5280<br><br>WEAPON SYSTEM: AH-64 AIRFRAME      |                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>6. Deliver by (Date)</b><br>See Schedule                                                              |                          |                              |            |
|                                                                                                                                                         |                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>7. Delivery</b><br><input checked="" type="checkbox"/> FOB Destination <input type="checkbox"/> Other |                          |                              |            |
| <b>5B. For Information Call: (Name and telephone no.) (No collect calls)</b><br>KIMBERLY GARRETT (256)955-9211<br>EMAIL: KIMBERLY.A.GARRETT@US.ARMY.MIL |                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>9. Destination (Consignee and address, including Zip Code)</b><br><br><br>See Schedule                |                          |                              |            |
| <b>8. To: Name and Address, Including Zip Code</b><br>ROLIN INDUSTRIES, INC.<br>634 LOVEJOY RD.<br>FORT WALTON BEACH, FL 32548-3832                     |                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                          |                          |                              |            |
| <b>10. Please Furnish Quotations to the Issuing Office in Block 5A On or Before Close of Business (Date)</b><br>2007AUG08                               |                             | <b>IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please indicate on this form and return it to the address in Block 5B. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any interpretations and/or certifications attached to this Request for Quotation must be completed by the quoter.</b> |                                                                                                          |                          |                              |            |
| <b>11. Schedule (Include applicable Federal, State, and local taxes)</b>                                                                                |                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                          |                          |                              |            |
| Item Number<br>(a)                                                                                                                                      | Supplies/Services<br>(b)    | Quantity<br>(c)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Unit<br>(d)                                                                                              | Unit Price<br>(e)        | Amount<br>(f)                |            |
|                                                                                                                                                         | (See Schedule)              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                          |                          |                              |            |
| <b>12. Discount For Prompt Payment</b>                                                                                                                  |                             | a. 10 Calendar Days<br>%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | b. 20 Calendar Days<br>%                                                                                 | c. 30 Calendar Days<br>% | d. Calendar Days             |            |
|                                                                                                                                                         |                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                          |                          | Number                       | Percentage |
| NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached.                                 |                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                          |                          |                              |            |
| <b>13. Name and Address of Quoter (Street, City, County, State and Zip Code)</b>                                                                        |                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>14. Signature of Person Authorized to Sign Quotation</b>                                              |                          | <b>15. Date of Quotation</b> |            |
|                                                                                                                                                         |                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                          |                          |                              |            |
|                                                                                                                                                         |                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>16. Signer</b>                                                                                        |                          |                              |            |
|                                                                                                                                                         |                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | a. Name (Type or Print)                                                                                  | b. Telephone             |                              |            |
| c. Title (Type or Print)                                                                                                                                | Area Code                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                          |                          |                              |            |
|                                                                                                                                                         | Number                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                          |                          |                              |            |

Name of Offeror or Contractor: ROLIN INDUSTRIES, INC.

| ITEM NO | SUPPLIES/SERVICES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | QUANTITY | UNIT | UNIT PRICE | AMOUNT   |
|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|------------|----------|
| 0001    | SUPPLIES OR SERVICES AND PRICES/COSTS<br><br>NSN: 1730-01-548-3874<br>FSCM: 0UHH0<br>PART NR: AC1800<br>SECURITY CLASS: Unclassified<br><br>Fast payment procedure will be used for this purchase order.<br><br>(End of narrative A001)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |          |      |            |          |
| 0001AA  | <u>PRODUCTION QUANTITY</u><br><br>NOUN: COVER,AIRCRAFT GROU<br>PRON: AX7F5094AX PRON AMD: 04<br><br><u>Packaging and Marking</u><br>PACKAGING/PACKING/SPECIFICATIONS:<br>IAW PACKAGING REQUIREMENTS<br>UNIT PACK: 001<br>LEVEL PRESERVATION: Commercial<br>LEVEL PACKING: Commercial<br><br><u>Inspection and Acceptance</u><br>INSPECTION: Destination ACCEPTANCE: Destination<br><br><u>Deliveries or Performance</u><br>DOC SUPPL<br><u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u><br>001 W58H0Z7173BJ04 W25G1U J 1<br><u>DEL REL CD QUANTITY DAYS AFTER AWARD</u><br>001 50 0120<br><br>FOB POINT: Destination<br><br>SHIP TO:<br>(W25G1U) SU TRANSPORTATION OFFICER<br>DDSP NEW CUMBERLAND FACILITY<br>2001 MISSION DRIVE, DOOR 113 134<br>NEW CUMBERLAND PA 17070-5001<br><br>"Annotate Commercial and Government truck bills of lading: Delivery through South Gate only, Building Mission Door 113,134. Carrier to call (717) 770-6969/7172 for appointment 24 hours in advance of delivery. Appointment hours: Monday through Friday between 0800-1600."<br><br>(End of narrative F001) | 50       | EA   | \$ _____   | \$ _____ |

|                                                              |                                                                                                      |                            |
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| <b>CONTINUATION SHEET</b>                                    | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> W58RGZ-07-T-0459 <b>MOD/AMD</b> | <b>Page</b> 3 <b>of</b> 15 |
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DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

|   | <u>Regulatory Cite</u> | <u>Title</u>                                                                    | <u>Date</u> |
|---|------------------------|---------------------------------------------------------------------------------|-------------|
| 1 | 52.211-4001            | STATEMENT OF WORK - EFFECTIVE DATES FOR SPECIFICATIONS AND STANDARDS (USAAMCOM) | OCT/1992    |

The Department of Defense (DOD) Index of Specifications and Standards (DODISS) to be used in this solicitation/contract is the issue dated 1 JULY 2007 with supplement dated 1 JULY 2007. The DODISS shall be used to determine effective dates for specifications and standards listed therein, except where this solicitation/contract specifically identifies a listed specification or standard by title, number and date.

(End of Clause)

PACKAGING AND MARKING

|   |             |                                                           |          |
|---|-------------|-----------------------------------------------------------|----------|
| 2 | 52.208-4700 | REPLACEMENT PRESERVATIVE FOR PENTACHLOROPHENOL (USAAMCOM) | JUL/2001 |
|---|-------------|-----------------------------------------------------------|----------|

If packaging requirements of this contract specify the use of wood products and a preservative is required, Pentachlorophenol, commonly referred to as "Penta" or "PCP" is prohibited. Replacement preservatives are 2 percent copper naphthenate, 3 percent zinc naphthenate or 1.8 percent copper 8 quinolinolate.

(End of Clause)

|   |             |                              |          |
|---|-------------|------------------------------|----------|
| 3 | 52.247-4700 | BAR CODE MARKINGS (USAAMCOM) | JUN/2003 |
|---|-------------|------------------------------|----------|

Bar Code Markings are required in accordance with the latest revision of MIL-STD-129 and ISO/IEC 16388 - Information Technology - Automatic Identification and Data Capture Techniques - Bar Code Symbology Specification - Code 39.

(End of Clause)

INSPECTION AND ACCEPTANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <https://webportal.saalt.army.mil/saal-zp/procurement/afars.doc>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

|   |             |                                    |          |
|---|-------------|------------------------------------|----------|
| 4 | 52.246-1    | CONTRACTOR INSPECTION REQUIREMENTS | APR/1984 |
| 5 | 52.246-4003 | TERMINOLOGY/CALIBRATION (USAAMCOM) | AUG/1996 |

(a) TERMINOLOGY.

Terminology shall be as defined by International Organization for Standardization (ISO) 8402, Quality Management and Quality Assurance - Vocabulary.

(b) CALIBRATION. (Applicable if a military or a commercial quality system is selected for use.)

|                                                              |                                                                                                      |                            |
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| <b>CONTINUATION SHEET</b>                                    | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> W58RGZ-07-T-0459 <b>MOD/AMD</b> | <b>Page</b> 4 <b>of</b> 15 |
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The calibration of Test, Measurement and Diagnostic Equipment shall be in accordance with American National Standards Institute/National Conference of Standards Laboratories (ANSI/NCSL) Z540-1-1994 (General Requirements for Calibration Laboratories and Measuring and Test Equipment) or ISO 10012-1:1992 (Quality Assurance Requirements for Measuring Equipment).

DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <https://webportal.saalt.army.mil/saal-zp/procurement/afars.doc>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

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| <b>CONTINUATION SHEET</b>                                    | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> W58RGZ-07-T-0459 <b>MOD/AMD</b> | <b>Page</b> 5 <b>of</b> 15 |
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SPECIAL CONTRACT REQUIREMENTS

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |             |                                                                                                                                                                                                        |          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 7                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 52.243-4000 | ENG CHG PROPOSAL, VALUE ENG CHG PROPOSAL, REQUEST FOR DEVIATION,<br>REQUEST FOR WAIVER, ENG RELEASE RECORDS, NOTICE OF REVISION, &<br>SPECIFICATION CHG NOTICE PREPARATION AND SUBMISSION INSTRUCTIONS | JUN/2005 |
| 1. Contractor initiated Engineering Change Proposals (ECPs), Value Engineering Change Proposals (VECPs), Request for Deviations (RFDs), and Request for Waivers (RFWs), collectively referred to as "proposals", shall be prepared, submitted and distributed in accordance with paragraphs 2, 3 and 4 below except as specified in paragraph 5 below.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |             |                                                                                                                                                                                                        |          |
| 2. <u>Format.</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |             |                                                                                                                                                                                                        |          |
| a. Class 1 ECPs require the "Long Form Procedure" for documenting the change and describing the effects of the change on the suitability and supportability of the Configuration Item (CI). Class I ECPs should be limited to those that are necessary or offer significant benefit to the Government. Class I ECPs are those that affect the performance, reliability, maintainability, survivability, weight, balance, moment of inertia, interface characteristics, electromagnetic characteristics, or other technical requirements in the specifications and drawings. Class I ECPs also include those changes that affect Government Furnished Equipment, safety, compatibility, retrofit, operation and maintenance manuals, interchangeability, substitutability, replaceability, source control specifications and drawings, costs, guarantees or warranties, deliveries, or schedules. Class II ECPs are those that do not affect form, fit and function, cost, or schedule of the system CI and do not meet the other criteria described above for Class I ECPs. |             |                                                                                                                                                                                                        |          |
| b. Long Form Procedure: Class I changes to the CI require that AMSAM-RD Form 523, pages 1 through 7 (as applicable), be prepared. Use of this procedure assures that all effects of the change on the CI are properly addressed and documented to the necessary detail to allow proper evaluation of the proposed change.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |             |                                                                                                                                                                                                        |          |
| c. Short Form Procedure: ECPs and VECPS , which meet the requirements of Class II ECPs, shall be prepared using AMSAM-RD Form 523 (page 1 only). Supplemental pages may be used with the form as necessary. The responsible Contract Management Office (CMO) will enter the appropriate data in Block 5 "Class of ECP", Block 6 "Justification Codes", and Block 7 "Priority."                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |             |                                                                                                                                                                                                        |          |
| d. The Contractor shall not manufacture items for acceptance by the Government that incorporate a known departure from requirements, unless the Government has approved a RFD. RFDs shall be prepared using AMSAM-RD Form 527 or AMSRD-AMR Form 530 (Type I, see block 5 on the form).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |             |                                                                                                                                                                                                        |          |
| e. The Contractor shall not submit items for acceptance by the Government that include a known departure from the requirements, unless the Government has approved a RFW. RFWs shall be prepared using AMSAM-RD Form 527) or AMSRD-AMR Form 530 (Type II, see block 5 on the form).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |             |                                                                                                                                                                                                        |          |
| f. Each ECP, RFD or RFW shall be accompanied by a written and signed evaluation prepared by the responsible Defense Contract Management Agency (DCMA) technical representative. The DCMA written evaluation shall be considered part of the ECP/RFD/RFW proposal.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |             |                                                                                                                                                                                                        |          |
| g. Classification of RFDs/RFWs.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |             |                                                                                                                                                                                                        |          |
| (1) Major RFDs/RFWs. RFDs/RFWs written against CIs shall be designated as major when the RFD/RFW consists of acceptance of an item having a nonconformance with contract or configuration documentation involving health; performance; interchangeability; reliability; survivability; maintainability; effective use or operation; weight; appearance (when a factor); or when there is a departure from a requirement classified as major in the contractual documentation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |             |                                                                                                                                                                                                        |          |
| (2) Critical RFDs/RFWs. RFDs/RFWs written against CIs shall be designated as critical when the RFD/RFW consists of acceptance of an item having a nonconformance with contract or configuration documentation involving safety or when there is a departure from a requirement classified as critical in the contractual documentation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |             |                                                                                                                                                                                                        |          |
| (3) Minor RFDs/RFWs. RFDs/RFWs written against CIs shall be designated as minor when the RFD/RFW consists of acceptance of an item having a nonconformance with contract or configuration documentation which does not involve any of the factors listed above in paragraphs g(1) or g(2), or when there is a departure from a requirement classified as minor in the contractual documentation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |             |                                                                                                                                                                                                        |          |
| h. Proposals shall include sufficient technical data to describe all changes from existing contract requirements.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |             |                                                                                                                                                                                                        |          |
| i. Proposals shall include sufficient justification for making the change, including a statement of contract impact, if the change is not authorized.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |             |                                                                                                                                                                                                        |          |
| j. Proposals for ECPs shall set forth a "not to exceed" price and delivery adjustment acceptable to the Contractor if the Government subsequently approves the proposal. If approved, the equitable increase shall not exceed this amount.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |             |                                                                                                                                                                                                        |          |

|                                                              |                                                                                                             |                            |
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| <b>CONTINUATION SHEET</b>                                    | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> W58RGZ-07-T-0459<br><b>MOD/AMD</b> | <b>Page</b> 6 <b>of</b> 15 |
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k. Times allowed for technical decisions for ECP and RFD/RFW proposals will be worked out via mutual agreement between the Contractor and the Government.

l. The Contractor shall submit, concurrent with the ECP, a separate AMSAM-RD Form 525, "Specification Change Notice" (SCN), for each specification that would require revision if the ECP were approved.

m. Proposals for VECPs shall set forth a "not less than" price and delivery adjustment acceptable to the Contractor if the Government subsequently approves the proposal. If approved, the savings shall not be less than this amount.

n. The Contractor shall utilize AMSAM-RD Form 526, "Engineering Release Record" (ERR) to release new or revised configuration documentation to the Government for approval.

o. The Contractor shall utilize AMSAM-RD Form 524, "Notice of Revision" (NOR) to describe the exact change(s) to configuration documentation specified as a data requirement in the contract. The Contractor shall describe the change using sub-sections entitled "WAS" to describe the current contractual technical requirement and "IS" to describe the proposed new requirement.

3. Submittal. The Contractor shall submit two (2) copies of each proposal to the responsible Administrative Contracting Officer (ACO). One (1) copy of each proposal shall be returned to the Contractor within (5) working days after receipt by the ACO, stating whether or not the proposal is in compliance with this provision. Any unresolved differences between the ACO and the Contractor concerning ECPs, VECPs, RFWs or RFDs will be submitted to the PCO for resolution. Submittals may be made by electronic means by scanning the appropriate completed forms into a computer or preparing the forms electronically.

4. Distribution.

a. Electronic Distribution. The preferred method of distribution is through the Internet E-mail System to the PCO. Microsoft Word is required for use with the transmittal letter (E-mail). Required forms will be attached to the E-mail. All forms may be obtained from the AMCOM Acquisition Center Website (<https://wwwproc.redstone.army.mil/acquisition>) by clicking on "Forms/Checksheets." The forms are in both "Adobe Acrobat" and "Form Flow" formats. In order to access and use the forms, the user must have the "Adobe Acrobat" or "Form Flow" software installed on their computer. Drawings may be scanned into the computer and sent as an attachment. In some cases, because of size, drawings may have to be sent as hard copies or sent under special electronic instructions provided by the PCO. Contractors who do not have access to the AMCOM Acquisition Center Website will need to contact the PCO, the appropriate Project Office Configuration Management Office, or the Technical Data Management Division (AMSRD-AMR-SE-TD) to have the forms sent to their facility.

b. Hard Copy Distribution of Class I or II ECPs and RFD/RFWs. For each Class I or II ECP, or each RFD/RFW that the ACO determines to be in compliance with this provision, the Contractor shall submit the original plus five copies to the PCO and one copy to the ACO. Upon receipt of any type of change proposal that is submitted to the PCO, the ACO shall immediately submit DCMA's written evaluation pertaining to the proposed engineering change action to the PCO. Assistance in preparing any of these proposals may be obtained from the ACO or AMCOM Change Control Point at:

Aviation and Missile Research, Development, and Engineering Center  
ATTN: AMSRD-AMR-SE-TD-CM  
Redstone Arsenal, AL 35898-5000  
Telephone: 256-876-1335

c. Hard Copy Distribution of VECPs. For each VECF that the ACO determines to be in compliance with this provision, the Contractor shall submit the original plus five copies to the PCO and one copy to the ACO. Upon receipt of any VECF that is submitted to the PCO, the ACO shall immediately submit DCMA's written evaluation to the PCO. The Contractor shall also submit one copy of the VECF to the Value Engineering Program Manager (VEPM) whose address is below. Assistance in preparing VECFs may be obtained from the VEPM.

Aviation and Missile Research, Development, and Engineering Center  
ATTN: AMSRD-AMR-SE-IO-VE  
Redstone Arsenal, AL 35898-5000  
Telephone: 256-876-8163

5. Alternate Format, Submittal or Distribution Process. Proposals may be prepared in a different format, submitted using a different submittal process or distributed in a different manner than specified in paragraphs 2, 3 and 4 above, so long as the alternate approach is in accordance with a Government approved configuration management plan governed by this contract or the PCO authorizes the alternate format, submittal, or distribution process.

6. Government Acceptance. Acceptance of a proposal by the Government shall be affected by the issuance of a change order or execution of a supplemental agreement incorporating the proposal into the contract unless the PCO authorizes another method of acceptance. The Government will notify the Contractor in writing if a proposal is determined to be unacceptable.

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(End of clause)

#### CONTRACT CLAUSES

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <https://webportal.saalt.army.mil/saal-zp/procurement/afars.doc>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

|    |              |                                                                                        |          |
|----|--------------|----------------------------------------------------------------------------------------|----------|
| 8  | 52.211-5     | MATERIAL REQUIREMENTS                                                                  | AUG/2000 |
| 9  | 52.213-1     | FAST PAYMENT PROCEDURE                                                                 | MAY/2006 |
| 10 | 52.215-18    | REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS | JUL/2005 |
| 11 | 52.222-19    | CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES                                 | JAN/2006 |
| 12 | 52.243-1     | CHANGES--FIXED PRICE                                                                   | AUG/1987 |
| 13 | 252.204-7000 | DISCLOSURE OF INFORMATION                                                              | DEC/1991 |
| 14 | 252.204-7003 | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT                                           | APR/1992 |
| 15 | 252.225-7012 | PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES                                            | JAN/2007 |
| 16 | 252.232-7010 | LEVIES ON CONTRACT PAYMENTS                                                            | DEC/2006 |
| 17 | 252.246-7000 | MATERIAL INSPECTION AND RECEIVING REPORT                                               | MAR/2003 |
| 18 | 252.247-7023 | TRANSPORTATION OF SUPPLIES BY SEA - ALTERNATE III                                      | MAY/2002 |
| 19 | 52.213-4     | TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)            | MAR/2007 |

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(iv) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(vi) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Oct 2003).

(v) 52.233-1, Disputes (July 2002).

|                           |                                                                                                          |                            |
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**Name of Offeror or Contractor:** ROLIN INDUSTRIES, INC.

(vi) 52.244-6, Subcontracts for Commercial Items (Mar 2007).

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-19, Child Labor Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(ii) 52.222-20, Walsh-Healey Public Contracts Act (Dec 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793) (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).

(vi) 52.222-41, Service Contract Act of 1965, As Amended (Jul 2005) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands).

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use within the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(ix) 52.232-33, Payment by Electronic Funds Transfer Central Contractor Registration (Oct 2003). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xi) 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241). Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Sep 2006) (Applies to contracts over \$30,000).

(ii) 52.211-17, Delivery of Excess Quantities (Sep 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/> or



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| <b>Name of Offeror or Contractor:</b> ROLIN INDUSTRIES, INC. |                                                                                                      |                            |

<http://www.acq.osd.mil/dpap/dars/index.htm> or <https://webportal.saalt.army.mil/saal-zp/procurement/afars.doc>

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights --

- (1) Within a reasonable period of time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Governments convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractors records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of Clause)

20                      52.215-19                      NOTIFICATION OF OWNERSHIP CHANGES                      OCT/1997

- (a) The Contractor shall make the following notifications in writing:
- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
  - (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The Contractor shall --
- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
  - (2) Provide the ACO or designated representative ready access to the records upon request;
  - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractors ownership changes; and
  - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

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**Name of Offeror or Contractor:** ROLIN INDUSTRIES, INC.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

21                    52.252-2                    CLAUSES INCORPORATED BY REFERENCE                    FEB/1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address:

<http://www.arnet.gov/far/> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <https://webportal.saalt.army.mil/saal-zp/procurement/afars.doc>

(End of Clause)

22                    52.252-6                    AUTHORIZED DEVIATIONS IN CLAUSES                    APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR SUPPLEMENT (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of Clause)

23                    52.211-4008                    REVISIONS TO DRAWINGS/PART NUMBERS (USAAMCOM)                    JUL/2001

(a) Sources in receipt of this solicitation are requested, at no cost to the Government, to immediately notify the Contracting Officer if they are aware of any change(s)/revision(s) to the drawing(s) or part number(s) in this solicitation which have been approved by the Government for implementation. Notification of part number changes shall be supported by data which indicates the type of change, approving authority as required by MIL-STD-973 and date and method of submittal of provisioning documentation and drawings. If complete data package has not been previously provided, the contractor shall, at no direct cost to the Government, immediately submit applicable drawings, along with a copy of the approval change authority, to the Contracting Officer, at the office symbol and mailing address listed in the "ISSUED BY" block on page one (1) of this document. The minimum acceptable data includes the next higher assembly and the item of Supply Detail Drawings which will allow provisioning, National Stock Number assignment and updating of AMCOM's data records.

(b) The contractor hereby verifies previous contractual submission of technical data:

Contract No.: \_\_\_\_\_

Contractor: \_\_\_\_\_

Explanation of Data Rights: \_\_\_\_\_

(c) The Government is not by this request soliciting, nor is the Government liable for cost incurred by the offeror in preparing or developing modifications, deviations, waivers, or other changes to drawings or part number(s). Furthermore, this request does not authorize changes to the drawing(s) or part number(s) for this acquisition, another contract, or for any other purpose. Offerors performing any contract awarded as a result of this solicitation must comply with the drawing(s) and specifications as set forth herein, unless this solicitation is amended or any resulting contract is modified by the Contracting Officer.

(d) All proposed part number changes shall be submitted pursuant to the requirements of the clause entitled, "Engineering Change Proposal (ECP), Value Engineering Change Proposal (VECP), Request for Deviation (RFD), and Request for Waiver (RFW) (USAAMCOM).

|                                                              |                                                                                                      |                      |
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(End of Clause)

24 52.213-4000 NOTICE TO CONSIGNEE (FAST PAYMENT PROCEDURE) (USAAMCOM) OCT/1992  
CONSIGNEE'S NOTIFICATION TO PURCHASING ACTIVITY OF NONRECEIPT, DAMAGE, OR NONCONFORMANCE. The consignee shall notify the purchasing office promptly after specified date of delivery in the purchase order, of supplies not received, damaged in transit, or not conforming to specifications of the purchase order. Unless extenuating circumstances exist, such notification should be made not later than 60 days after specified date of delivery.

(End of Clause)

|                                                       |                                           |         |               |
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LIST OF ATTACHMENTS

| List of<br>Addenda | Title                  | Date        | Number<br>of Pages | Transmitted By |
|--------------------|------------------------|-------------|--------------------|----------------|
| Attachment 0001    | PACKAGING REQUIREMENTS | 29-JUN-2007 | 002                |                |

The following sections of the solicitation will not be distributed with the contract; however, they are incorporated in and form a part of the resultant contract as though furnished in full text therewith:

| SECTION | TITLE                                                            |
|---------|------------------------------------------------------------------|
| K       | Representations, Certifications and Other Statements of Offeror. |
| L       | Instructions And Conditions, and Notices to Offerors.            |

|                                                              |                                                                                                          |                      |
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REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or http://www.acq.osd.mil/dpap/dars/index.htm or https://webportal.saalt.army.mil/saal-zp/procurement/afars.doc

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

2552.204-8ANNUAL REPRESENTATIONS AND CERTIFICATIONSJAN/2006

(a)(1) The North American Industry classification System (NAICS) code for this acquisition is 336413.

(2) The small business size standard is 1000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

[ ] (i) Paragraph (c) applies.

[ ] (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at http://orca.bpn.gov . After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

| FAR Clause | Title | Date | Change |
|------------|-------|------|--------|
|            |       |      |        |
|            |       |      |        |

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

2652.222-22PREVIOUS CONTRACTS AND COMPLIANCE REPORTSFEB/1999

The offeror represents that --

(a) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

|                           |                                                                                                      |                      |
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(b) It ☐ has, ☐ has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

27                      52.222-25                      AFFIRMATIVE ACTION COMPLIANCE                      APR/1984

The offeror represents that

(a) It ☐ has developed and has on file,  
☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <https://webportal.saalt.army.mil/saal-zp/procurement/afars.doc>

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

28                      52.252-1                      SOLICITATION PROVISIONS INCORPORATED BY REFERENCE                      FEB/1998

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <https://webportal.saalt.army.mil/saal-zp/procurement/afars.doc>

29                      52.252-5                      AUTHORIZED DEVIATIONS IN PROVISIONS                      APR/1984

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the provision.

(b) The use in this solicitation of any DoD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

EVALUATION FACTORS FOR AWARD

|                                                              |                                                                                                      |                      |
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This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

http://www.arnet.gov/far/    or    http://www.acq.osd.mil/dpap/dars/index.htm    or    https://webportal.saalt.army.mil/saal-zp/procurement/afars.doc

rIf the provision requires additional or unique information, then that information is provided immediately after the provision title.